

REVISED

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant

Henry J. Kaufman & Associates, Inc.

Name of Foreign Principal

Negara Brunei Darussalam

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☒ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

The formal written agreement is between the registrant, Henry J. Kaufman & Associates and the registrant's parent company, Shandwick Limited. The agreement states that the registrant will provide public relations services to the government of Negara Brunei Darussalam. Copies of the Agreement/Terms of Business are attached.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Henry J. Kaufman & Associates will act as a "sub-contractor" to Shandwick Limited to provide public relations services to the Government of Negara Brunei Darussalam.

The agency will establish the Brunei Darussalam Information Desk to handle any inquiries about Brunei. The information desk will distribute approved background material about the country, and when appropriate issue press releases. The information desk will serve as the public information office for Brunei in the United States.

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Brunei Information Desk will respond to inquiries, issue press releases, distribute the Brunei Darussalam newsletter and speeches delivered by the Sultan of Brunei Darussalam. Henry J. Kaufman & Associates will help arrange for media/and/or government representatives to visit Negara Darussalam, Brunei Darussalam.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The information desk will issue statements in the form of press releases to be media and government representatives. The content and specific messages to be delivered are to be determined at a later date.

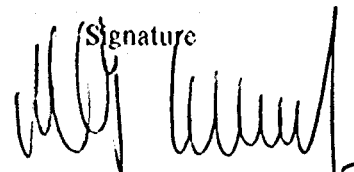
Date of Exhibit B

6/22/88

Name and Title

Michael G. Carberry  
President

Signature



<sup>1</sup>Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

# Shandwick

## AGREEMENT / TERMS OF BUSINESS

### 1. Appointment

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INTERNAL SECURITY  
SECTION  
REGISTRATION UNIT

Shandwick Limited, a company registered in Hong Kong (hereinafter called 'Shandwick') and a wholly owned subsidiary of Shandwick plc, is providing public relations services to the Government of Negara Brunei Darussalam in connection with "Project Falcon" and agrees to appoint

HENRY J. KAUFMAN & ASSOCIATES INC.

(hereinafter called "the Sub-contractor") to provide public relations support by way of sub-contract to Shandwick in the territory of Brunei Darussalam for "Project Falcon" in accordance with the attached schedule of activities (attachment no. 1) (hereinafter called "the sub-contracted part of the Project").

### 2. Commencement and Duration of Project

The sub-contracted part of the Project shall commence on the first day of February 1988 and will continue until 30th September 1988. Thereafter Shandwick will review with the Sub-contractor whether the programme shall be extended beyond 30th September 1988 as presently envisaged and whether by this date the Government of Negara Brunei Darussalam has indicated it wishes to continue a sustained public relations programme beyond 30th September 1988.

# Shandwick

## 3. Payment of Fees, External Costs and Expenses

Shandwick shall pay the Sub-contractor for the public relations support programme to be carried out by the Sub-contractor under this agreement as follows:

- (a) a basic retainer fee of US\$10,000 (ten thousand US dollars) per month (exclusive of taxes). The first payment of US\$20,000 (twenty thousand US dollars) shall be for the period February and March 1988.

After March 31st 1988 the full monthly fee shall be due and payable monthly in advance on the first day of each month commencing on the first day of April 1988. At the end of every second month the basic retainer fee shall be reviewed against the level of time input and the activities undertaken during that period, and amended, if appropriate in accordance with the specific requirements of Project Falcon.

AND

- (b) Special project fees will be paid as per the attached schedule (attachment no. 2).

AND

- (c) All external costs such as artwork, photography, printing, advertising and other expenses such as travel, subsistence, entertaining, duplicating, postage, stationery, telephone, facsimile, telex, messenger service, newspaper clipping charges, incurred or expected to be incurred on behalf of Shandwick in relation to Project Falcon.

# Shandwick

For any single item of expenditure over £1,000 (one thousand pounds or the equivalent in local currency) the Sub-contractor will seek the prior written approval of Shandwick. All such external costs and expenses will be invoiced to Shandwick monthly and shall be paid within 30 days of the invoice date.

- (d) All fees and operating expenses shall be paid in local currency and will be telegraphed to the nominated bank and account number provided by HENRY J. KAUFMAN & ASSOCIATES INC.
- (e) All invoices relating to this project shall be made out to Shandwick and submitted in accordance with the attachment on Invoicing/Payment Procedures (attachment no. 3).

## 4. Variations

Any effective variations of this Agreement shall be in writing and signed by a duly authorised representative of each party to the Agreement.

## 5. Duties and responsibilities of Sub-contractor

- (a) The services to be carried out by the Sub-contractor shall be carried out with proper care and skill with the application of appropriate resources and shall conform with the reasonable requirements and direction of Shandwick and with such consultation with Shandwick as may be appropriate.
- (b) The Sub-contractor will keep Shandwick fully informed of its services and provide in timely fashion, status reports of its activities.

# Shandwick

- (c) The Sub-contractor acknowledges the confidentiality of Project Falcon and undertakes to respect such confidentiality and undertakes not to disclose any confidential information save as authorised in writing by Shandwick.

## 6. Termination

Shandwick may terminate this agreement forthwith in the events either that the Sub-contractor fails to remedy within 14 days notice in writing any serious breach of the Agreement or that the Contract between Shandwick and the Government of Negara Brunei Darussalam is terminated.

## 7. Authority

The Sub-contractor shall observe the proper instructions of Shandwick and does not have authority to enter into any commitments or arrangements binding upon Shandwick or the Government of Negara Brunei Darussalam without the written consent of Shandwick.

## 8. Non-assignment

The Sub-contractor may not assign or sub-contract further the services to be provided hereunder.

SIGNED BY .....

*Alan Thole*

duly authorised for and on behalf of  
Shandwick Limited

SIGNED BY .....

*[Signature]*

duly authorised for and on behalf of  
Henry J. Kaufman & Associates Inc.

# Shandwick

## Attachment No. 1

### PROJECT FALCON

#### SCHEDULE OF CORE ACTIVITIES

1. Media Monitoring

All relevant newspapers, magazines and other publications, as well as the broadcast media will be monitored on a daily basis, for any mentions of Brunei Darussalam - the country, its Ruler and/or its Government - during the period of the Project.

2. Communications Audit

Each subsidiary/associate will undertake a communications audit or whatever research is felt appropriate to establish current levels of awareness of Brunei Darussalam, attitudes towards its Ruler and its Government, and perceptions which exist about the country.

An assessment/analysis of this research is to be submitted to the Shandwick office in Brunei Darussalam by April 20, 1988.

3. Information Desk

An "Information Desk" is to be set up and operated by each subsidiary/associate to handle any enquiries about Brunei Darussalam, distribute approved background information about the country and its Government and from time to time, issue press releases, as required. The function of the "Information Desk" to be undertaken in liaison with relevant officials at Brunei Darussalam Embassies or High Commissions, where appropriate. A separate telephone line to be installed for the Information Desk, wherever practical.

4. Media Mailing Lists

A media mailing list is to be compiled to identify both relevant media and individual journalists known to be or likely to be interested in Brunei Darussalam and its Government.

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5. Media Facility Visits

It is anticipated that at some stage during Project Falcon, media facility visits will be organised for selected journalists to visit Brunei Darussalam. Each subsidiary/associate will be responsible for selecting the journalists and helping to make all the necessary arrangements for the visit, in close co-operation with the Shandwick office in Brunei Darussalam.

6. Advertising Supplements/Advertorials

It is likely that selected advertising supplements/advertorials, will be sponsored by the Government of Brunei Darussalam in each of the target areas. Each subsidiary/associate will be required to provide support and assistance as is necessary to ensure the successful production of any such advertising supplements/advertorials.

7. Government Relations/Visits to Brunei Darussalam

It may be desirable to arrange for selected Government representatives/officials to visit Brunei Darussalam. In such cases, the relevant subsidiary/associate will be expected to advise on the best way to organise and implement such visits, in close co-operation with the Shandwick office in Brunei Darussalam.



# Shandwick

## Attachment No. 2

### USA

### US\$

#### Monthly Retainer Fee

10,000

#### Special Projects

Communications Audit

20,000

Media Mailing Lists

5,000

Media Facility Visits (2) (to be confirmed)

35,000

Congressional Tours (2) (to be confirmed)

65,000

# Shandwick

Attachment No. 3

## PROJECT FALCON

### INVOICING/PAYMENT PROCEDURES

#### A. INVOICING

1. Please make out all invoices relating to Project Falcon to Shandwick Limited at 12/F Printing House, 6 Duddell Street, Central, Hong Kong marked "For the attention of Alan Mole".
2. Please note - all invoices should be faxed to Alan Mole on fax no: 673-2-44024 or posted to him c/o The Law Building, Km. 1, Jalan Tutong, Bandar Seri Begawan, Brunei Darussalam for approval for payment.
3. Even if invoices are faxed in the first instance, please forward originals to Alan Mole, at the address in 2 above, in the post for accounting record purposes.
4. Fees to be invoiced monthly in advance in local currencies, in accordance with letter of agreement.
5. Operating expenses to be invoiced monthly in arrears in local currencies.
6. Any single item of expenditure over £1,000 (one thousand pounds or equivalent in local currency) should be approved by Shandwick Limited through the Shandwick office in Bandar Seri Begawan before costs are incurred.

#### B. PAYMENTS

7. Upon approval of invoices received from subsidiaries/associates working on this project, telegraph payments in local currency for agreed amounts, will be made direct to the relevant bank and account number of the subsidiary/associate concerned.
8. Any queries about payments, should in the first instance be referred to Alan Mole in Brunei Darussalam (telephone no: 673-2-44025).